

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

MICHAEL MORANA, Individually and On Behalf  
Of All Other Persons Similarly Situated,

Plaintiff,

v.

PARK HOTELS & RESORTS, INC. d/b/a HILTON  
WORLDWIDE HOLDINGS, INC., HLT NY  
WALDORF LLC, HILTON DOMESTIC  
OPERATING CO. INC., and  
WALDORF=ASTORIA MANAGEMENT LLC,

Defendants.

Case No. 1:20-cv-02797-RA

**SECOND SUPPLEMENTAL DECLARATION OF OWEN WILCOX**

OWEN WILCOX hereby declares as follows:

1. I am currently employed by Hilton Employer Inc., a wholly owned subsidiary of Hilton Worldwide Holdings Inc.,<sup>1</sup> as its Senior Vice President and Assistant General Counsel. This second supplemental declaration (the “Second Supplemental Declaration”) is submitted in further support of Defendants Park Hotels & Resorts Inc. (f/k/a Hilton Worldwide, Inc.), Hilton Worldwide Holdings Inc., HLT NY Waldorf LLC, Hilton Domestic Operating Company Inc., and Waldorf=Astoria Management LLC’s (together the “Defendants”) motion to dismiss the above-referenced action, specifically the Second Amended Complaint of Plaintiff Michael Morana (“Plaintiff”), or in the alternative, to compel Plaintiff’s claims to arbitration. The Second Supplemental Declaration fully incorporates my first and second declarations, dated July 13, 2020

---

<sup>1</sup> The caption of the Second Amended Complaint (ECF 46, the “SAC”) misstates the proper name of “Park Hotels & Resorts Inc.”, as well as, “Hilton Worldwide Holdings Inc.” Further, Plaintiff incorrectly alleges that Defendant Park is doing business as Hilton Worldwide Holdings Inc. Plaintiff was informed of these errors (and public records clearly demonstrate same), but chose not to correct these mistakes in the SAC.

and August 10, 2020, respectively (*see* ECF Nos. 35, 41), submitted in support of Defendants' initial motion to dismiss the First Amended Complaint, or in the alternative, to compel Plaintiff's claims to arbitration. Unless noted otherwise, all of the foregoing is based on personal knowledge I obtained from a review of Defendants' relevant business records.

2. In connection with its business, the Hilton enterprise licenses its brand names, trademarks and service marks to hotel owners pursuant to franchising agreements.

3. Such properties are owned and operated by various independent franchisees.

4. The Hilton Albany, located at 40 Lodge St, Albany, New York 12207 (the "Hilton Albany") is a franchised property owned by AFP 107 Corp with a franchise agreement dated 2015.

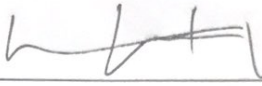
5. The Saratoga Hilton, located at 534 Broadway, Saratoga Springs, NY 12866, is a franchised property owned by 534 Saratoga Broadway, LP with a franchise agreement dated 2016.

6. Defendants do not own, operate, or manage the day-to-day operation of the Hilton Albany or the Saratoga Hilton.

7. Defendants are not parties to any franchise agreement with the Hilton Albany or the Saratoga Hilton.

8. Defendants do not employ the staff or have any day-to-day control over the personnel at the Hilton Albany or the Saratoga Hilton. Moreover, Defendants have no involvement whatsoever, or any control over, the franchisee's policies or practices relating to banquet services charges.

I declare under penalty of perjury under the laws of the State of New York and the United States that the foregoing is true and correct.

Signature: 

Printed Name: Owen Wilcox

Title: SVP + AGC

Date: May 28, 2021